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#### Contract Database Metadata Elements

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Union: **Fredonia Professional Firefighters Association**

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FF / 7585

**AGREEMENT**

**By and Between**

**VILLAGE OF FREDONIA**

**And**

**FREDONIA PROFESSIONAL FIREFIGHTERS  
ASSOCIATION**

**LOCAL NO 2931 OF THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**JUNE 1, 2004 THROUGH MAY 31, 2008**

**RECEIVED**

**AUG 08 2007**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

6

This **AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
By and between **Frank Pagano**, as Mayor of the Village of Fredonia, on behalf of  
the Board of Trustees of the Village of Fredonia, hereinafter referred to as the  
"**BOARD**" and the Fredonia Professional Firefighters Association, Local 2931 of  
the International Association of Firefighters, hereinafter referred to as the  
"**ASSOCIATION**".

**WHEREAS**, it is the intent and purpose of the parties to set forth herein the  
basic agreement covering wages and terms and conditions of employment to be  
observed between the parties hereto; and

**WHEREAS**, the parties hereto agree that all negotiable items have been  
discussed during the negotiations leading to this agreement and therefore, agree  
that negotiations will not be opened on any item contained herein until a new  
contract is negotiated; and

**WHEREAS, IT IS AGREED BY AND BETWEEN THE PARTIES  
THAT ANY PROVISION OF THIS AGREEMENT REQUIRING  
LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY  
AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS  
THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE  
APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.  
NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS;**

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## ARTICLE I

### Section 1.01 Recognition:

The Board Recognizes the Association as the "*exclusive*" bargaining agent for all paid full-time members of the Fire Department. Such recognition shall be for the maximum period allowed by law.

## ARTICLE II

### Section 2.01 - Length of Contract:

The length of this Contract shall be from June 1, 2004 to May 31, 2008.

## ARTICLE III

### Section 3.01 - Uniform Allowance:

Effective June 1, 2004 to May 31, 2008, One Thousand one hundred dollars (\$1,100.000) shall be added into the Firefighters base salary for all purposes including but not limited to calculating the wage increase due to the firefighters.

The Village shall provide the following special equipment: boots, all necessary turn out gear, cap, helmet, winter jacket, and spring jacket. These items provided by the Village shall be replaced on a as needed basis, as determined by the Fire Chief of the Fire Department.

If any part of a Firefighter's uniform is damaged or destroyed beyond reasonable repair in the line of duty, it shall be replaced at the Board's expense if reported within twenty-four (24) hours. The replacement shall not be deducted from the Firefighter's uniform allowance.

## ARTICLE IV

### Section 4.01 - Salaries:

All paid Firefighters shall be paid in accordance with the salary schedules set forth in Appendix A and Section 4.06 of this agreement.

**Section 4.02 - EMT Premium Pay:**

All paid Firefighters shall be paid the following additional rate to the Firefighters hourly wage upon certification. The following EMT Premium pay shall be paid in accordance with **Section 4.06** of this Agreement.

	EMT Basic	AEMT 3 or 4
06/01/04	\$1.05	\$1.95
06/01/05	\$1.15	\$2.05
06/01/06	\$1.25	\$2.15
06/01/07	\$1.35	\$2.25

Effective June 1, 2004, new hires will be required to maintain AEMT3 or Paramedic certification throughout employment.

All paid Firefighters hired as Firefighters / EMT, will be required to maintain Basic EMT Certification.

Randy Butts and Carl Brandt will not be required to maintain Basic EMT or AEMT Level 3 or Paramedic certification.

Dave Ludemann, Ryan Walker and Michael Schwertfeger will not be required to maintain AEMT Level 3 or Paramedic certification.

The provisions of **Section 4.02** of this Agreement are not available to firefighters hired after June 1, 2004.

**Section 4.03 - Longevity:**

The following longevity shall be paid in accordance with **Section 4.06** of this agreement.

06/01/04 -05/31/2008

Service	Amount
5 Years	\$450.00
10 Years	\$550.00
15 Years	\$600.00
20 Years	\$650.00

**Section 4.04 - Credit Union:**

All paid Firefighters shall be allowed to join and have deductions made to the Chautauqua County Federal Credit Union.



#### **Section 4.05 - Union Dues Deduction:**

The Village agrees to deduct from the wages of the employees covered by this Agreement and remit to the Association Treasurer by the first (1st) day of each and every month, membership dues for those employees who have signed authorization permitting such payroll deductions.

#### **Section 4.06 – Computation:**

The base hourly rate shall be computed as follows:

$$\text{Base hourly rate} = \frac{\text{Salary}}{2080} + \text{EMT Premium} + \frac{\text{Longevity}}{2080}$$

EMT Premium will not be available to firefighters hired after June 1, 2004.

#### **Section 4.07 - Direct Deposit:**

All paid Firefighters shall be allowed to have their payroll check directly deposited to one common bank chosen by the Firefighters or use a second bank if the Village is transacting business with that bank.

#### **Section 4.08 - Agency Shop:**

In the event any paid full-time member of the Fire Department is not a member or refuses to become a member of the Association; he shall be assessed at the same rate as due-paying members.

#### **Section 4.09 Pay Increments**

All firefighters eligible for an increment Step shall be moved to the next highest step on their anniversary date.

Anniversary date shall be the first day the probationary period begins.

For purposes of earning sick time or PTO time, the anniversary time will be the date of initial appointment or Date of Hire..

## ARTICLE V

### Section 5.01 - Work Week:

The work period shall consist of up to fifty-three (53) hours in a seven (7) day period.

The schedule will be drawn up by the Lieutenant two (2) weeks prior to the first (1st) of the month and submitted to the Fire Chief, the Village Administrator, and the Village Board for approval. The approved schedule will be posted one (1) week prior to the month to which the schedule applies.

Firefighters will not be sent home if scheduled pursuant to a posted schedule.

For the purpose of computing sick leave and vacations, each shift of twenty (20) hours shall be divided into two (2) ten (10) hour shifts (four (4) per week).

Each shift of ten (10) hours shall be considered as one (1) day in computing sick leave or vacation.

### Section 5.02 - Overtime - Emergency call-in:

A Firefighter shall be considered on off-duty status when said Firefighter is not working his/her scheduled tour of duty.

No Firefighter shall respond to the scene of a fire or emergency unless requested to do so by the Fire Chief or ranking Fire Officer at the scene. However, any off-duty Firefighter who is directed to respond to the fire station or the scene of the fire or emergency shall be considered on duty as soon as he/she leaves his/her home or other location.

In the event, because of a fire or emergency, he/she is called back to duty from an off-duty status, such Firefighter shall be paid his/her regular rate of pay as outlined in the salary schedule appearing in **Appendix A** of this Agreement.

The said Firefighter shall be entitled to all benefits provided by the Village as outlined in this Agreement. The Firefighter's pay shall be subject to the approval of the Board.

### Section 5.03 - Overtime - Non-emergency call-in:

If a Firefighter is called or works in excess of his/her regular shift, he/she shall receive a minimum of four (4) hours pay at the regular rate providing his total hours for the seven (7) day period do not exceed fifty-three (53) hours. If said Firefighter works in excess of four (4) hours, he/she shall be paid straight time at his/her regular rate of pay, providing the total number of hours for the seven (7) day work period do not exceed fifty-three (53) hours. All hours worked in excess of fifty-three (53) hours shall be paid in accordance with the applicable provisions of the Fair Labor Standards Act.

### Section 5.04 - Extra Duty:

One (1) paid Firefighter will be utilized in a non-emergency situation. These non-emergency situations are as follows:

1. All County-sponsored fire training schools.
2. All mutual aid drills occurring outside the Village of Fredonia's Fire District. It is understood that the paid Firefighter may be someone who is on duty if the Fire Chief determines that this is possible while maintaining adequate coverage. Furthermore, this provision shall be inoperable if the Fire Chief or his/her designee are unable to contact the off duty Firefighter.

#### **Section 5.05 - Schedule Changes:**

If the Village Board determines that there is a need to change the work schedules of any Firefighters covered by this agreement, every effort shall be made to provide a minimum amount of fourteen (14) calendar days' notice of the proposed change.

#### **Section 5.06 – Right to Work Shift:**

If a Firefighter is required to work a shift other than his/her regularly scheduled shift, he/she shall also have the right to work his regular shift.

### **ARTICLE VI**

#### **Section 6.01 - Health Insurance:**

The Village shall provide and pay the full premiums for a HMO Family Health Insurance Plan, which shall include major medical and surgical benefits for the employees. Family includes spouse and unmarried minor children of an employee, as defined by the contract of insurance. Said plans shall be in accordance with the Health Insurance Plans as set forth in **Appendix B** of this agreement.

The Health Insurance Plans, shall to the extent available and not specifically changed herein, contain the same riders in addition to the Health Insurance Plans as are in existence on the effective date of this Agreement.

#### **Section 6.02 - Retirees:**

All current and future Firefighter retirees shall be allowed to participate at their own expense in the medical insurance plan provided for in **Section 6.01** provided that the insurance carrier agrees to their participation. Retirees shall pay premiums to the Village three (3) months prior to the date due.

#### **Section 6.03 - Insurance Waiver:**

Any paid Firefighter covered by this Agreement who chooses to waive health insurance coverage from the Village shall receive a monthly payment equal to fifty percent (50%) of the annual cost of the HMO 203 \ 203 Plus currently being offered to employees of that unit . Also, it should be noted that employees choosing to waive coverage would also receive the Flex Benefit Contribution as set forth in **Appendix B**. Furthermore, employees who wish to re-enter the Village's health plan shall be able to do so in accordance with the policies and procedures of the insurance carrier.

#### **Section 6.04 – Probationary Firefighters:**

The Village will pay fifty percent (50%) of the HMO Option 203 \ 203 Plus and one hundred percent (100%) once the Firefighter is off probation.

### **ARTICLE VII**

#### **Section 7.01 – Holidays Granted:**

The following holidays shall be administer pursuant to Section 8.01:

New Years Day	Labor Day
Patriots Day	Columbus Day
Easter	Birthday
Memorial Day	Independence Day
½ day Christmas Eve	½ day New Years Eve
Christmas	Thanksgiving

#### **Section 7.02 - Work on a Holiday:**

If a employees work on a recognized holidays, Easter or Thanksgiving, and Christmas, they will receive holiday plus wage at one and one half (1 ½) times the straight time rate for the hours worked on the holiday.

### **ARTICLE VIII**

#### **Section 8.01 - Paid Time-OFF (PTO)**

Paid Time-OFF (PTO) is an all purpose time-off policy for eligible firefighters to use for vacation, holiday. It combines traditional vacation and holiday plans into one flexible, paid time-off policy.

Upon date of hire, all firefighters begin to earn PTO monthly, according to the schedule below. They can request use of PTO after it is earned on a monthly basis.

The amount of PTO paid firefighters receive each year increases with the length of their employment as shown in the following schedule.

Upon initial eligibility- 21 PTO (10 Vac 11 Hol) days each year (14 hrs mo)  
After 5 years of service 26 PTO (15 Vac 11 Hol) days each year (17.34hrs mo)  
After 10 years of service 31 PTO (20 Vac 11 Hol) days each year (20.67 hrs mo)  
After 15 years of service 33 ½ PTO (22 ½ vac 11 Hol) days each year (22.34hrs) .  
After 20 years of service 36 PTO (25 Vac 11 Hol) days each year (24 hrs mo)  
After 25 years of service 41 PTO (30 Vac 11 Hol) days each year (27.34 hrs mo)

### **Section 8.01 – PTO (continued)**

The length of eligible service is calculated on the basis of a “benefit year” This is the 12 month period that begins when the firefighter starts to earn PTO. An employee benefit year begins on the date of hire.

PTO can be used in minimum increments of one hour. Firefighters who have an unexpected need to be absent from work should notify the Paid Lieutenant before the scheduled start of their workday, if possible. The Paid Lieutenant must also be contacted on each additional day of unexpected absence.

To schedule planned PTO, the firefighter should request advance approval (**SECTION 5.01**) from the Paid Lieutenant. A request will be reviewed based on a number of factors, including department needs and staffing requirements. Requests for PTO will not be unreasonably denied.

PTO is paid at the firefighters base pay rate (**SECTION 4.06**) at the time of absence. In the event that available PTO is not used by the end of the benefit year, firefighters may carry unused time forward to the next benefit year. If the total amount of unused PTO reaches the “cap” equal to one time the annual PTO amount, further accrual will stop. When a firefighter uses PTO and brings the available amount below the cap, accrual will begin again. If a firefighter is unable to use PTO due to sickness, injury or scheduling, the Village Administrator may approve a request to extend the amount of unused time earned above the cap. Requests for extending the amount of “cap” may not be unreasonably denied.

### **Section 8.02 - Unused PTO:**

Upon the retirement or death of a full-time Firefighter, the Firefighter or his/her estate shall be paid for all unused PTO time credited to the Firefighter. Unused PTO time means PTO time not used for the benefit year in which the Firefighter retires or dies.

(A) Retirement shall be defined as permanent voluntary separation from village employment after a minimum of 10 years of continuous full-time employment.

### **Section 8.03 - PTO Credit:**

In the last two (2) years of employment before retirement, all paid Firefighters shall have the right to accumulate all of his/her earned PTO. He/She must notify the Village Administrator two (2) years before his/her retirement and the two (2) years of accumulated PTO will be paid in the last year of employment before the retirement date.

### **Section 8.04 - Seniority:**

Seniority shall be used in selection of PTO. Seniority shall be based on the number of years of continual service to the Village. The anniversary date of the employee shall be the final determinant of seniority.

## **ARTICLE IX**

### **Section 9.01 - Disability Benefits:**

The employer will provide to all full-time Firefighters New York State Disability Benefits according to law and will pay the full premiums.

## **ARTICLE X**

### **Section 10.01 - Sick Leave Accumulation:**

Sick leave shall be accumulated at the rate of one and one-quarter (1-¼) day per month to a maximum of two hundred (200) days per year during the term of this Agreement.

### **Section 10.02 - Reasons for Granting Sick Leave:**

Sick leave with pay shall be granted to a Firefighter when he/she is incapacitated or unable to perform the duties of his/her position by reason of sickness or injury. The Village may require a Firefighter to submit a medical certificate attesting to his/her illness after two (2) consecutive days absence.

### **Section 10.03 - Hospital Confinement:**

Any Firefighter injured in the line of duty shall, upon the recommendation of the doctor and the Chief of the Fire Department, be assigned to a private room in the hospital. The cost of each occupancy shall be paid by the Village if not covered by insurance.

### **Section 10.04 - Computation:**

Any Firefighter who is scheduled to take his/her PTO and who becomes ill prior to leaving, may request to have his/her PTO changed. The Village will make every effort to grant said request.

### **Section 10.05 - Payout Options:**

When a Firefighter retires, he/she shall have the following options for payment of his/her accumulated sick leave: (However, once the option is exercised by the Firefighter, the choice is irrevocable) He/She may elect:

(A) To have the monetary value of his/her accumulated sick leave, up to a maximum of one hundred eighty (180) days, applied to the payments of his/her family health insurance until such accumulated sick time is exhausted and for the payment of health insurance on behalf of his/her spouse and/or dependents if he/she dies before exhaustion of this benefit, provided this is allowable with the insurance carrier, but if it is not allowable, one hundred percent (100%) of the balance remaining unspent shall be paid in cash to said spouse or to his/her estate.

(B) To be paid in cash for one hundred percent (100%) of the monetary value of his/her accumulated sick leave up to a maximum of one hundred eighty (180) days, over a three (3) year period. Payment to be made in three (3) equal yearly installments after his/her retirement on or before June 30, of each year.

(C) The provisions of **Section 10.05** of this Agreement are not available to all employees hired after June 1, 2001.

### **Section 10.06 - Cash out of Sick Leave:**

Except for a Firefighter's retirement when **Section 10.05** shall govern, one hundred (100%) percent of all unused sick leave credited to a Firefighter at the time of the Firefighter's death shall be paid to his/her surviving spouse at this hourly rate then in effect, provided, said Firefighter shall have the minimum of ten (10) years of service. If the Firefighter does not have a surviving spouse, it shall be paid to his/her estate.

## **ARTICLE XI**

### **Section 11.01 - Retirement Benefits:**

The Board will continue in full force and effect all retirement plans and riders which were in effect as of May 1, 1978, which shall include the following:

1. Section 302-9- (D), which provides that the Firefighter's average salary for retirement purposes shall be computed on the twelve-month period immediately preceding the date of his retirement.
2. Section 360 (B), commonly known as the guaranteed Ordinary Death Benefit Plan.
3. Section 375 (G), Twenty-five Year Career Retirement plan.
4. Section 384, Twenty-Five Year Non-contributory plan.
5. Section 384, (F), (G), (H), to all eligible Firefighters.
6. Section 384, (D) Twenty Year Non-contributory plan.

## **ARTICLE XII**

### **Section 12.01 - Probationary Period:**

The length of a newly hired Firefighter's probation shall be six (6) months from his/her starting date if he / she is picked from the Civil Service list. At the end of this period, the Firefighter shall receive the full salary due him/her.

If the Firefighter is appointed subject to the results of an as yet taken Civil Service test, he/she shall not receive full salary until the results of the Civil Service test are known. If this situation arises, the Board will waive the probationary period in lieu of the Firefighter's on-the-job experience.

### **Section 12.02 - Change of Status:**

All paid Firefighters shall notify the Village Administrator immediately of any change in address, telephone number, marital status, exemption claims for withholding tax or record of immediate family.

## **ARTICLE XIII**

### **Section 13.01 - Definition:**

A grievance is a complaint of a Firefighter of an alleged violation of any of the terms and conditions of this Agreement between the Board and the Association.

### **Section 13.02 - Grievance Steps:**

**STEP 1** - A Firefighter shall present his grievance in writing to the Village Administrator within fourteen (14) calendar days of the occurrence of the grievance or when the employee should have known of the fact situation giving rise to the complaint. The grievance shall be signed by the employee and dated and shall include a brief summary of the facts leading to the complaint and the provisions of the Agreement allegedly violated. The Village Administrator shall make every effort to schedule an informal conference with the employee and his representative within seven (7) calendar days of receiving the complaint. The Village Administrator shall respond in writing within five (5) calendar days of the date of the informal hearing.

**STEP 2** - If the Firefighter is not satisfied with the answer at STEP 1, he/she shall have fourteen (14) calendar days to appeal in writing to the Village Board. The Village Board shall schedule the grievance for the next regular Village Board meeting or sooner if a mutually acceptable date can be agreed upon. The Firefighter or his/her representative shall have the right to make an oral presentation at this meeting. The Village Board or its designee shall respond in writing within seven (7) days of the meeting at this STEP.

**STEP 3** - If the Firefighter is not satisfied with the answer at STEP 2, he/she shall have the right to file a demand for arbitration with the Public Employment Relations Board within fourteen (14) calendar days of the date of the decision at STEP 2. A copy of the demand shall be served personally or by mail on the Village Administrator.



### **Section 13.03 - General Considerations:**

1. The time limits set forth herein shall be deemed to be of the essence unless extended in writing by both parties.
2. The cost of arbitration shall be shared equally by the parties.
3. The arbitrator shall be without power to amend, delete or modify the terms of this agreement.
4. The decision of the arbitrator shall be final and binding on all parties.
5. No more than two (2) designated members of the grievance committee, one of whom shall be the grievant, called upon to participate in an arbitration proceeding shall be afforded time off without loss of pay from their regularly scheduled working hours, if applicable.
6. The parties shall be bound by the rules and procedures of the Public Employment Relations Board.

## **ARTICLE XIV**

### **Section 14.01 - Management Rights:**

The employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered and the methods, processes and means used in operating its business and services, and the control of the building, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine when and to what extent the work required in operating its business to maintain order and efficiency in all its departments and operations, including the procedures set forth in the Civil Service Law and other laws of the State of New York as regards, but not limited to, the hiring, discipline, suspension, discharge and other procedures concerning the conduct and employment of the employees, to promote and determine the qualifications of employees, to determine and schedule its various departments and to determine its starting and quitting time and the number of hours to be worked subject only to such regulations governing the exercise of these rights and powers under the Civil Service Law and other laws of the State of New York.

The above rights of the employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the employer. Any and all the rights, powers and authority of the employer had prior to entering this Agreement are retained by the employer, except as expressly and specifically abridged, changed or modified by this Agreement.

## **ARTICLE XV**

### **Section 15.01 - Past Practice:**

Established practices, not specifically covered herein shall continue in full force and effect.

### **Section 15.02 - Problems with Past Practices:**

The Village or the Association agrees to discuss any problems arising from a claimed change in a past practice at a special conference of the negotiating teams. The conference shall be held within ten (10) days of written notification to the Village Administration or the president of the Association.

## **ARTICLE XVI**

### **Section 16.01 - Conformity to Law:**

If any provision of this agreement shall be at any time contrary to law, said provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event any provision of this Agreement shall be so determined, the remainder shall continue in full force and effect.

## **ARTICLE XVII**

### **Section 17.01 - Personal Days:**

All Firefighters may be entitled to personal leave days which shall be used for personal business that can only be conducted during the normal work hours. Except in the case of emergency, personal leave days may be granted on the Firefighter's written request to the Paid Lieutenant. The Paid Lieutenants request will be submitted to the Village Administrator. Said request should be made twenty four (24) hours prior to the anticipated leave. It should state the reason, date and anticipated time of absence.

## **ARTICLE XVIII**

### **Section 18.01 - Bereavement Leave:**

All Firefighters shall be granted up to a maximum of five (5) calendar days without loss of pay in the event of the death of one of the following: spouse, natural, foster or step parent, child, brother, sister, father-in-law, mother-in-law, foster child, grandparent, grandchild, grandparent-in-law, or any other person who is permanently living in the household and has been living in such household for a period of one (1) year or more. It is understood that if a shift begins on the fifth day, the entire shift will be covered by this leave.

All Firefighters shall be granted up to a maximum of two (2) calendar days without loss of pay in the event of the death of one of the following: A brother-in-law, sister-in-law, aunt or uncle. It is understood that if a shift begins on the second day, the entire shift will be covered by this leave.

## **ARTICLE XIX**

### **Section 19.01 - Training:**

All Firefighters who are required by the Village Board to attend training programs shall be granted time off without loss of pay. The designation of the Firefighters to attend training shall be made by the Village Board upon their request and the recommendation of the Village Administrator, Paid Lieutenant and the Fire Chief.

All reasonable and necessary costs incurred by a Firefighter as a direct result of participation in such training programs shall be borne by the Village. Such expenses include books, course fees, lodging, meals and transportation.

### **Section 19.02 - EMT Certification:**

The Village will pay the cost of the courses required for a Firefighter to obtain certification as an EMT and will make every effort to provide the Firefighters with time off to participate in the classes.

## **ARTICLE XX**

### **Section 20.01 - Records:**

Any files, documents, memoranda and records with respect to an individual Firefighter's performance, vacation, seniority, Civil Service classification, status and discipline with respect to personal functions maintained by the Village shall be filed in the office of the Village Administrator and available for review by the Firefighter.

## ARTICLE XXI

### Section 21.01 - Attendance Premium:

As an incentive for members of this bargaining unit to further improve attendance, to further reduce the excessive or warranted absenteeism rates and to continue to foster high standards of productivity and accountability among Firefighters, the Village agrees to grant all regularly scheduled full-time Firefighters covered by this Agreement who have a minimum of thirty-six (36) accumulated sick days, a quarterly attendance premium of one hundred dollars (\$100.00) for any quarter during which no sick days are taken.

### Section 21.02 - Computation:

Computation and payment of said bonus shall be made on a quarterly basis during the Village fiscal year. The first quarter would begin June 1st. and end Aug. 31st. Payment would be made on the first pay day after the close of the quarter.

### Section 21.03 - Eligibility:

To be eligible for the attendance premium, a Firefighter must have thirty-six (36) or more sick days accumulated at the beginning of a particular quarter; must not take any sick time off during the quarter; and must maintain active payroll status during the entire quarter. LWOP, suspensions, leave pursuant to Section 207 of the General Municipal Law, etc. are not considered active payroll status for the purposes of this article.

## ARTICLE XXII

### Section 22.01 - Time Off For Union Business:

It is agreed that the Association president or his designee shall have four (4) days release time with pay for conventions, conferences, seminars or district meetings of the N.Y.S.P.F.F.A. and I.A.F.F. each year.

## ARTICLE XXIII

### Section 23.01 - Appearance in Court/Administrative Hearings:

It is agreed that any employee subpoenaed to appear at either a judicial or administrative proceeding in connection with his official duties as a Fredonia Firefighter shall receive his/her regular hourly rate of pay for every hour spent at said hearing if it occurs during other than his/her regular tour of duty. If a Firefighter is called to a hearing outside of the Village, the Firefighter will be reimbursed for all necessary expenses. payment shall be allocated as in effect by Village Board Resolution.

**Section 23.02 – Jury Duty:**

Any Firefighter who is required by the Court to attend jury duty shall receive his/her regular hourly rate of pay for time spent at said duty.

**ARTICLE XXIV**

**Section 24.01 - Indemnification of Employees:**

The Village agrees to provide employees covered by this Agreement with the benefits available pursuant to Section 18 of the Public Officers Law.

**ARTICLE XXV**

**Section 25.01 - Discipline and Discharge:**

All competitive class employees shall be afforded the benefits of Section 75 and 76 of the Civil Service Law of the State of New York.

**ARTICLE XXVI**

**Section 26.01 - Labor/Management Committee:**

It is hereby agreed that the parties will hold a Labor/Management meeting at least once each quarter. The purpose of said sessions shall be to allow each of the parties to discuss issues of concern regarding the operation of the Fire Department, including, but without limitation, health, safety, equipment, working conditions, and policy matters. The Firefighters shall have the right to send two (2) members to said meetings. The Village shall have two (2) members also. The date, time and place shall be decided upon by the President of the Association and the Village Administrator and at least one week prior to said date, each party shall provide the other with a written agenda of items to be discussed.

## **ARTICLE XXVII**

### **Section 27.01 - Outside Employment:**

Unless superseded by the provisions of any general State Law, any Firefighter may engage in extra work for another employer outside his regular hours of duty, not exceeding twenty-five (25) hours a week, provided that such extra work does not interfere or conflict with his regular duties as a Firefighter for the Village or his/her availability for emergency duty or affect his/her physical condition to the extent that it impairs his/her ability to efficiently perform such duties and further provided that the type of employment shall first be approved by the Village Administrator.

## **ARTICLE XXVIII**

### **Section 28.01 - Computer and e-mail Usage**

The computers and E-mail capabilities that are the property of the Village of Fredonia and usage thereof is limited to authorized Village business.

**THIS AGREEMENT** constitutes the entire agreement between the parties and shall become effective the 1st day of June 2004 and continue in full force and effect until midnight, May 31, 2008 and from year to year thereafter unless on or before October 1, prior to any expiration date, either party may give notice to the other to commence negotiations for the following year. The parties shall meet no later than fifteen (15) days after such notice.

**IN WITNESS WHEREOF,**

The parties have set their hands and seals this 1<sup>st</sup> day of June, 2004

**VILLAGE OF FREDONIA**

By: 

Mayor

**FREDONIA PROFESSIONAL FIGHTERS ASSOCIATION**

**LOCAL 2931 OF THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

By: 

President

The Village Board and Fredonia Professional Firefighters Association, Agree to continue to negotiate a G.M.L. §207-A Policy

# APPENDIX A

## SALARY SCHEDULE

### PROFESSIONAL FIREFIGHTERS SALARY SCHEDULE

<b>Firefighters Steps</b>	<b>5/31/2004 Base</b>	<b>6/1/2004 3.25%</b>	<b>6/1/2005 3.25%</b>	<b>6/1/2006 3.25%</b>	<b>6/1/2007 3.25%</b>
Provisional HR Rate		\$32,500.00 \$15.63	\$33,556.25 \$16.13	\$34,646.83 \$16.66	\$35,772.85 \$17.20
Probation HR Rate	\$33,107.42 \$15.92	\$34,183.41 \$16.43	\$35,294.37 \$16.97	\$36,441.44 \$17.52	\$37,625.79 \$18.09
Step 1 HR Rate	\$35,220.66 \$16.93	\$36,365.33 \$17.48	\$37,547.20 \$18.05	\$38,767.49 \$18.64	\$40,027.43 \$19.24
Step 2 HR Rate	\$37,290.43 \$17.93	\$38,502.37 \$18.51	\$39,753.70 \$19.11	\$41,045.69 \$19.73	\$42,379.68 \$20.37
Step 3 HR Rate	\$39,363.22 \$18.92	\$40,642.52 \$19.54	\$41,963.41 \$20.17	\$43,327.22 \$20.83	\$44,735.35 \$21.51
Step 4 HR Rate	\$41,435.99 \$19.92	\$42,782.66 \$20.57	\$44,173.10 \$21.24	\$45,608.72 \$21.93	\$47,091.01 \$22.64
Step 5 HR Rate	\$43,544.94 \$20.94	\$44,960.15 \$21.62	\$46,421.36 \$22.32	\$47,930.05 \$23.04	\$49,487.78 \$23.79
<b>Lieutenant Steps</b>	<b>5/31/2004 Base</b>	<b>6/1/2004 3.25%</b>	<b>6/1/2005 3.25%</b>	<b>6/1/2006 3.25%</b>	<b>6/1/2007 3.25%</b>
Probation HR Rate	\$44,391.59 \$21.34	\$45,834.32 \$22.04	\$47,323.93 \$22.75	\$48,861.96 \$23.49	\$50,449.97 \$24.25
Step 1 HR Rate	\$45,164.52 \$21.71	\$46,632.37 \$22.42	\$48,147.92 \$23.15	\$49,712.73 \$23.90	\$51,328.39 \$24.68
Step 2 HR Rate	\$48,201.65 \$23.17	\$49,768.20 \$23.93	\$51,385.67 \$24.70	\$53,055.70 \$25.51	\$54,780.01 \$26.34
Step 3 HR Rate	\$49,790.84 \$23.94	\$51,409.04 \$24.72	\$53,079.84 \$25.52	\$54,804.93 \$26.35	\$56,586.09 \$27.20
Uniform All HR Rate	\$1,100.00 \$0.53	\$1,100.00 \$0.53	\$1,100.00 \$0.53	\$1,100.00 \$0.53	\$1,100.00 \$0.53



**APPENDIX B**  
**Health Insurance/Flex Benefits Plan**  
**Blue Cross & Blue Shield of Western New York, Inc.**

**HMO 203 / 203 Plus**

Choice of PCP copay	\$10 / \$20 \$15 / \$15
Referral Requirement	None
Pediatric PCP Visits and Immunizations (Ages 0-18)	\$0 copay
Maternity Care	Covered in full
Maternity Inpatient Stays	\$0 copay
Dependent and Full-time Student Coverage	Age 23 / 23
Inpatient Hospital Services (per admission)	Covered in full
Out of Network	\$250
Co-Insurance	80% / 20%
Outpatient Surgery	\$15 copay
Emergency Room	\$50 copay
Extended Medical Care / Durable Medical Equipment	No Limit
Skilled Nursing Facility	Covered in full
Mental Health Rider	Covered in full
Outpatient Mental Health	50%
Inpatient Alcohol and Substance Abuse (30 days inpatient detox only)	Covered in full
Outpatient Alcohol and Substance Abuse (60 visits)	\$15 copay
Home Health Visits	\$15 copay
Ambulance Services	\$50 copay
Diagnostic X-Rays	\$15 copay
Laboratory Services	Covered in full
Chiropractic Services	\$15 copay
Physical, Occupational and Speech Therapy (20 visits)	\$15 copay
Chemotherapy, Radiation, Dialysis	\$15 copay
Cardiac Rehabilitation (24 visits)	\$15 copay
Diabetic Equipment, Supplies, and Education	\$15 copay
Vision Coverage Annual Eye Exams, Free Lenses, \$40 allowance toward contact lenses per year	\$10 copay
Dental Coverage Second Annual Exam from designated Dental Discount Providers*	Free
Lasik Eye Surgery	N/A
Annual Deductible	\$0 / \$250
Out-of-Pocket Maximum	\$2,000/\$4,000
Annual Benefit Maximum	Unlimited
Lifetime Benefit Maximum	Unlimited
Drug: Triple Copay	\$7 / \$15 / \$35
Drug: Triple Copay with Deductible	\$250

## **APPENDIX B**

Continued

### **Health Insurance/Flex Benefits Plan Blue Cross & Blue Shield of Western New York, Inc**

The Village will pay the cost of all administrative fees associated with a Flex Benefit Plan.

The Village will pay the \$250.00 Drug: Copay Deductible per firefighter in form of a debit card

Any Firefighter who chooses an HMO Option 203 / 203 Plus shall also be credited with an annual contribution of seven hundred seventy-five dollars (\$775.00) for single coverage or one thousand two hundred dollars (\$1,200.00) for family coverage to his/her Flex Benefit Account.

Effective June 1, 2007

Any Firefighter who chooses an HMO Option 203 / 203 Plus shall also be credited with an annual contribution of one thousand seventy-five dollars (\$1,075.00) for single coverage or one thousand five hundred dollars (\$1,500.00) for family coverage to his/her Flex Benefit Account.

Each Firefighter will be provided with a fifteen thousand dollar (15,000.00) term life insurance policy.